



Global Girls Alliance Success and Requirements Guide

On behalf of GoFundMe and the Obama Foundation, thank you for your interest in applying to be a part of the Global Girls Alliance. The Global Girls Alliance's mission is to empower adolescent girls around the world to reach their full potential and, in turn, support their families, communities, and countries. Below you will find the specific requirements you will need to meet in order to submit your application and begin fundraising.

General Requirements

To begin the application to launch a project, you will want to be sure that you, your organization, and your project all meet each of the following requirements.

You:

- Are able to verify that you act on behalf of, have permission to represent, or are a major stakeholder of a non-governmental organization.
- Are able to provide valid local government identification documents (usually a national identity card or passport).
- Are able to complete the application and launch your project in English. You may write your project in additional languages as well.
- Have access to the Internet on a desktop computer or mobile device.
- Have a valid e-mail address.
- Are able to provide public updates every quarter to your donors on the progress of your initiative.
- Will complete fundraising, and the project itself (with any modifications deemed necessary and communicated to donors) and you will fully cooperate with the Obama Foundation and GoFundMe for any additional requests for information or action, such as updates to the campaign, offering additional clarity to supporters if questions arise, or withdrawing funds to satisfy payment processing regulations.

Your affiliated organization:

- Has the ability to provide information and documents sufficient to verify its legal status, its members, and its affiliations.
- Has means to securely accept funds, most likely through the organization's bank account, as required for security and regulatory reasons.
- Is or will be sufficiently resourced to follow through on this project.

- Is able to demonstrate previous work done towards advancing girls' education.
- Has a website and/or social media account(s).
- Will deliver funds in compliance with all applicable laws and regulations.
- Is not carrying on propaganda or otherwise attempting to influence legislation.

Your project:

- Has a purpose that fits with the Global Girls Alliance mission, namely, fulfilling the charitable purpose of empowering adolescent girls to reach their full potential and, in turn, support their families, communities, and countries.
- Is focused on a specific initiative and is not seeking donations to support general operations of your organization. You can certainly apply with more than one project!
- Requires no more than \$50,000 USD of funding. The goal must be composed of only the specific costs required to complete your project.
- Can be completed within two years of receiving full funding.
- Complies with all applicable laws and regulations.

Application requirements

Once you are certain that you, your affiliated organization, and your project meet these requirements, your next step is to complete the required application, which will be reviewed by GoFundMe and the Obama Foundation. The application will ask you to provide:

- Verification documents for project organizers and beneficiaries, for all controlling members of your organization
 Applicable laws and regulations require us and our payment processors to have a comprehensive understanding of all parties involved in our initiatives. Controlling members include, but are not limited to, board members, and authorities who make decisions on behalf of the organization. This information is never publicly shared.
- An explanation of your project as a legitimate initiative focused on advancing girls' education.
 We want to understand how your project fits in with the theme of advancing adolescent girls' education in your community and country. We do not accept projects that solicit funds to advocate for or against political candidates, elected officials, or pending legislation.
- The definitive strategy, timeline, and execution plan of your project as well as an explanation of why you seek funding and how, where, and when funding will be utilized.
 We ask that you clearly articulate your motivation, strategy and goals for your project. We found that having a clear path to execution helps campaigns be more successful.

- The minimum vs. maximum amount needed to execute on your project and a specific breakdown of the costs associated with these figures.
- Evidence of project resources and planning, to demonstrate you are or will be sufficiently resourced to follow through your campaign objective.

Our goal is to create a strong community of givers and achievers, and so we ask all applicants to verify that they are willing and able to execute on their project proposal. We may ask you to submit documentation regarding your project, including, but not limited to, budgets, proposals, registration documents, media coverage from respected sources, etc.
- At least 3 pieces of media (photographs, video) to accompany the application.

We strive to create a transparent place to give! We'll ask that you provide photos or videos to demonstrate the good work you've already done or of the steps you've taken on your current project. It's best to use an image of the people you are supporting with the project or an image related to the project, but we ask that you have the rights and permissions to use the images you provide.
- Three references (2 professional, 1 personal).

GoFundMe is a community-drive, collaborative effort, and your references should be individuals who can speak to how your organization has improved your community. We recommend previous donors and benefactors who have seen their contributions come to fruition, and/or community members who have benefited from your work. Your personal reference should be someone who can speak to your credibility and intentions to follow through on your project's initiatives. Please note, we will ask you to share your references' phone numbers and email addresses.

Project requirements

Should your application be provisionally approved, GoFundMe will help you create your fundraising campaign. You will also be guided through the process of enrolling your payment account with our payment processor, Payoneer.

GoFundMe will then request your approval of the fundraising campaign made for you, and then GoFundMe and the Obama Foundation will continue their review your application. GoFundMe will also bring in Direct Impact Fund, who is identified further in the section below entitled "**Receiving donations and grant requirements**", will then deliver an executable form of the Grant Agreement, attached here as Exhibit A (foreign payee) and Exhibit B (domestic payee) in draft form, for your execution and return. For convenience, we intend to use the DocuSign application to deliver the executable Grant Agreement. As such, if you are not the person authorized to bind the organization, please let us know who the appropriate person will be.

Should GoFundMe, the Obama Foundation and Direct Impact Fund approve your application, we will let you know your project has been accepted. In order for your campaign to maintain its active status, the following requirements must be met:

- The content of your fundraising project will be consistent with the information provided in the application.
- The project will not violate GoFundMe's [Terms of Service](#).
- You will include the following disclaimer at the end of your campaign description:

Your donation to benefit this campaign/ project will be allocated to the Global Girls Alliance Field of Interest Fund ("GGA Fund"), a project of the Direct Impact Fund (a U.S. public charity). The GGA Fund may grant a refund in limited circumstances at its sole and absolute discretion, however, donations are not refundable after the GoFundMe payment platform has transferred your donation to the GGA Fund. Transfers from GoFundMe to GGA Fund typically occur once monthly. All donations are subject to the applicable DIF policies at www.directimpactfund.org/GGA. Subject to applicable law, donations may be tax-deductible.

The GGA Fund is restricted to supporting girls' education and your donation is made for the support of the above described project. Notwithstanding that the campaign description may name a specific organization that is anticipated to engage in the project, Direct Impact Fund retains variance power, that is, discretion and control over how funds are disbursed within the purposes of the GGA Fund generally, and within the purpose of the project specifically. For example, if the project does not reach its minimum fundraising goal, the Direct Impact Fund may re-assign money raised to another campaign within the GGA Fund.

This disclaimer is required to let donors know who the beneficiary of the campaign is, and that their donations are **non-refundable** once funds are delivered to the GGA Fund, among other things.

Receiving donations and grant requirements

GoFundMe has partnered with the Direct Impact Fund ("DIF"), a registered U.S. public charity whose mission is to provide immediate and direct assistance to those working to effect positive social change. All campaigns created for the Global Girls Alliance Take Action initiative will be using the DIF as the collector and distributor of the funds raised. Funds received by DIF in connection with this endeavor will be placed by DIF into the Global Girls Alliance Field of Interest Fund ("GGA Fund"). As required by law, any grant the GGA Fund makes to you is not refundable.

We will review your campaign's progress quarterly. Should your campaign reach its minimum fundraising goal of \$5,000, at the time of review, we will reach out to you to discuss possible distribution of funds to your project, as stated in the Grant Agreement. Any amounts raised by you above or below the goals you set in the application process may be redirected by DIF to other campaigns in the GGA Fund, as specified in the Grant Agreement.

Failure to comply with the above requirements may result in your project's fundraiser being removed. You may also be prohibited from participating in future fundraising opportunities, and GoFundMe reserves the right to take legal action or recover funds on behalf of its donors.

If you feel confident that you and your organization meet the above requirements, you may apply to launch a project!

EXHIBIT A

GRANT AGREEMENT (FOREIGN GRANTEE)

This Agreement is entered into as of the last date identified below by and between the Direct Impact Fund, a California nonprofit public benefit corporation (“Grantor”), and [NAME], a [COUNTRY OF JURISDICTION] [charitable corporation or specify other type of legal entity based on country laws and governance documents provided by grantee during due diligence process] (“Grantee”), with respect to the following:

RECITALS

- A. Grantor is classified for federal tax law purposes as a public charity, exempt under Section 501(c)(3) of the Internal Revenue Code.
- B. Grantee is a non-U.S. organization, established and conducting activities outside of the United States.
- C. Grantor has established a field of interest fund called the Global Girls Alliance Field of Interest Fund, with the purpose of supporting girls’ education (the “GGA Fund”).
- D. Grantor has decided that financial support of the purposes of the following specific charitable project, _____ (“the Project”), more particularly described in the application submitted by Grantee on or about _____, 2018, will further Grantor’s tax-exempt purposes under Section 501(c)(3) of the Internal Revenue Code (“IRC”) and that the Project fits within the GGA Fund. With regard to the selection of Grantee or any other beneficiary to conduct the Project, Grantor has exercised and shall retain full discretion and control over the selection process, acting completely independently of Grantee or any funding source. Grantor has, within the GGA Fund, created a restricted fund designated for the purposes of the Project (the “Project Fund”).
- E. Grantee is entering into an arrangement with GoFundMe Inc. (“GoFundMe”), whereby GoFundMe will feature the Project as part of the Global Girls Alliance Network on GoFundMe’s crowdfunding platform. Money raised through the GoFundMe platform for the Project is donated by donors directly to Grantor for its GGA Fund.
- F. For compliance with United States law, Grantor is not relying on Grantee’s legal status in [COUNTRY] but upon this Agreement which obligates Grantee, by contract, to hold the grant funds in a restricted account and to comply with U.S. nonprofit law and exempt organization law restrictions on the use of such funds.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual obligations created hereby, Grantor and Grantee agree as follows:

1. Fundraising Campaign for Project. Grantor will add donations made through the GoFundMe platform for the Project to the Project Fund. Grantor has decided to grant all amounts that it may receive and deposit to the Project Fund (less any administrative charge set forth below), to Grantee, subject to the terms and conditions set forth below. The fundraising phase is anticipated to last no longer than twelve months. If during that time, the minimum amount of US\$5,000.00 is raised during Grantor's quarterly review of the campaign, Grantor shall reach out to Grantee to discuss timing of distribution, up to any maximum amount identified in the application process. If the minimum fundraising amount is not attained, Grantor, in its sole discretion, may use the money in the Project Fund for other projects in the GGA Fund. If more than the agreed upon maximum amount is raised, Grantor, in its sole discretion, may use the excess amount for other projects in the GGA Fund. The amount and date of each disbursement of grant funds to Grantee shall be within the discretion of Grantor, using the Payoneer payment service.

2. Fees. Grantor may in certain circumstances elect to withhold an administrative fee of up to one percent (1%) on all amounts donated through the GoFundMe platform to Grantor for the Project. Grantor will notify Grantee if it elects to withhold the fee. In addition, Grantor will deduct GoFundMe's industry standard payment processing fees of 2.9% plus US\$0.30 for online donations on behalf of GoFundMe.

3. General Charitable Purpose and Specific Uses of Grant. Grantor will make any distributions to Grantee in furtherance of the Project purposes. Grantee shall hold the grant funds in a restricted account and no other funds shall be commingled in that account. All funds in that restricted account, including any income received and disbursements paid out shall be held and used solely for the Project described above, and Grantee shall repay to Grantor any portion of the amount granted which is not distributed for that specific use. Any changes in the purposes or use for which grant funds are spent must be approved in writing by the Grantor before implementation. All activity funded with this grant shall occur outside of the U.S.

4. Discretion and Control by Grantor. Neither party shall spend or otherwise obligate Grantor to pay for an amount or amounts exceeding the balance in the restricted fund, nor shall either party authorize or permit anyone to do so. Grantor retains the unilateral right, if Grantee materially breaches this Agreement, or if Grantee's conduct of the Project jeopardizes Grantor's legal or tax status, to withhold, withdraw, or demand immediate return of grant funds, and to spend such funds so as to accomplish the purposes of the Project as nearly as possible within Grantor's sole judgment, subject to any donor-imposed restrictions on the charitable use of such assets. Consistent with Accounting Standards Codification (ASC) paragraphs ASC

958-605-25-25 and -26, Grantor retains the unilateral power, without approval from any funding source, from Grantee, or from any other interested party, to redirect use of grant funds away from Grantee to another beneficiary capable of fulfilling the purposes of the Project.

5. Reporting by Grantee. Starting with Grantee's first fiscal year in which any portion of the grant funds is received, and continuing annually until the grant funds are expended in full or the grant is otherwise terminated, Grantee shall submit a full and complete report to Grantor as soon as practicable after the close thereof. Such report shall describe the progress that Grantee has made toward achieving the purposes for which this grant was made, shall detail all expenditures made from the granted funds (including salaries, travel, and supplies), and shall report on the Grantee's compliance with the terms of this grant during that fiscal year. In addition, Grantee's final annual report shall address Grantee's progress towards the grant's purposes and aggregate expenditure information over the entire term of the grant. Each such report shall be signed by an authorized officer, director, or trustee of Grantee. The final report shall contain the following certification "The [authorized officer or trustee of Grantee] hereby certifies that no grant funds have been used to support terrorism or for any other use prohibited by Section 8 below," followed by the signature of the certifying person and title (the "Compliance Certification"). In Grantor's sole discretion, it may use reports submitted by the Grantee to other parties for Grantor's oversight purposes, and waive the requirement of a separate report per the above, in which case, a separate Compliance Certification will be required.

6. Recordkeeping and Accounting. So long as any portion of the grant funds remain unexpended, Grantee shall continuously maintain the funds or assets granted hereunder in one or more separate funds or accounts on its books, each of which shall be dedicated and restricted to the specific charitable purposes of the Project. Expenditures made in furtherance of the purposes of the grant may be charged against such account(s) and shall appear on those books. Grantee shall keep records and receipts to substantiate such expenditures. Grantee shall make such books and records available to Grantor at reasonable times, as requested by Grantor. Grantee shall keep copies of all books and records and all reports to Grantor for at least four years after completion of the use of the grant funds. Grantor is hereby authorized to conduct an audit of Grantee's books and records, and Grantee shall cooperate fully with any such audit authorized or conducted by Grantor.

7. Secondary Grantees. With regard to the selection of any secondary or subgrantees to carry out the purposes of this grant, Grantee retains full discretion and control over the selection process, and shall act completely independently of Grantor, and Grantor has not earmarked the grant funds for any such secondary or subgrantee, and there is no agreement, written or oral, by which Grantor may cause Grantee to choose any particular secondary or subgrantee.

8. **Prohibited Uses.** Grantee shall not use any portion of the funds granted herein, or any income therefrom:

a. To undertake any activity for any purpose other than a religious, charitable, scientific, literary, educational, or other purpose specified in Internal Revenue Code Section 170(c)(2)(B);

b. To cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the Internal Revenue Code;

c. To make any attempt to influence legislation within the meaning of Section 501(c)(3) in any nation or other political unit;

d. To influence in any nation or other political unit the outcome of any election for or against any candidate for public office.

e. To violate any U.S. law including but not limited to laws prohibiting the support of terrorism.

9. **Notice of Changes.** Grantee shall notify Grantor immediately of any change in Grantee's status, personnel, or funding that may impair the ability of Grantee to fulfill its obligations under this Agreement.

10. **Indemnification.** Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Grantor, its officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the grant or in carrying out the program or project to be funded or financed by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from any act or omission of Grantor, its officers, directors, trustees, employees, or agents.

11. **Remedies.** In the event that Grantee violates or fails to carry out any provision of this Agreement, Grantor may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee, and Grantor may demand the return of all or part of the unexpended grant funds, which the Grantee shall immediately repay to Grantor.

12. **Arbitration.** Any controversy or claim arising out of, or relating to, this Agreement or the making, performance, or interpretation of it, will be settled by arbitration conducted by The Jams, Inc. located in San Francisco, California, United States of America or by any other procedure mutually agreed upon by the parties to this Agreement. Any award or order made in any such arbitration may be entered as a

judgment in a court of competent jurisdiction. Any dispute, and the resolution thereof in any manner, shall be and remain confidential information, and all parties shall protect the confidential information from public disclosure, using any and all reasonable legal and technical means

13. Governing Law. This Agreement shall be governed by the laws of the State of California applicable to contracts to be performed entirely within the State.

14. Entire Agreement; Amendments and Waivers. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties hereto.

15. Counterparts. This Agreement may be signed in counterparts, meaning that the Agreement is valid if signed by both parties, even if the signatures of the parties appear on separate copies of the same Agreement rather than on a single document. Facsimile or electronic signature shall be as effective as original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates set forth below.

DIRECT IMPACT FUND

Date:

By: _____

Name:

Title: Executive Director

[GRANTEE]

Date:

By: _____

Name:

Title:

Address:

Email:

EXHIBIT B

GRANT AGREEMENT (DOMESTIC GRANTEE)

This Agreement is entered into as of the last date identified below by and between Direct Impact Fund, a California nonprofit public benefit corporation (“Grantor”), and [NAME], a [STATE OF JURISDICTION] [charitable corporation or specify other type of legal entity] (“Grantee”), with respect to the following:

RECITALS

- A. Grantor and Grantee are each classified for federal tax law purposes as a public charity, exempt under Section 501(c)(3) of the Internal Revenue Code (“IRC”).
- B. Grantor has established a field of interest fund called the Global Girls Alliance Field of Interest Fund, with the purpose of supporting girls’ education (the “GGA Fund”).
- C. Grantor has decided that financial support of the purposes of the following specific charitable project conducted by Grantee, _____ (“the Project”), more particularly described in the application submitted by Grantee on or about _____, 2018, will further Grantor’s tax-exempt purposes under IRC Section 501(c)(3) and that the Project fits within the GGA Fund. With regard to the selection of Grantee or any other beneficiary to conduct the Project, Grantor has exercised and shall retain full discretion and control over the selection process, acting completely independently of Grantee or any funding source. Grantor has, within the GGA Fund, created a restricted fund designated for the purposes of the Project (the “Project Fund”).
- D. Grantee is entering into an arrangement with GoFundMe Inc. (“GoFundMe”), whereby GoFundMe will feature the Project as part of the Global Girls Alliance Network on GoFundMe’s crowdfunding platform. Money raised through the GoFundMe platform for the Project is donated by donors directly to Grantor for its GGA Fund.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual obligations created hereby, Grantor and Grantee agree as follows:

- Fundraising Campaign for Project.** Grantor will add donations made through the GoFundMe platform for the Project to the Project Fund. Grantor has decided to grant all amounts that it may receive and deposit to the Project Fund (less any administrative charge set forth below), to Grantee, subject to the terms and conditions

set forth below. The fundraising phase is anticipated to last no longer than twelve months. If during that time, the minimum amount of US\$5,000.00 is raised during Grantor's quarterly review of the campaign, Grantor shall reach out to Grantee to discuss timing of distribution, up to any maximum amount identified in the application process. If the minimum fundraising amount is not attained, Grantor, in its sole discretion, may use the money in the Project Fund for other projects in the GGA Fund. If more than the agreed upon maximum amount is raised, Grantor, in its sole discretion, may use the excess amount for other projects in the GGA Fund. The amount and date of each disbursement of grant funds to Grantee shall be within the discretion of Grantor, using the Payoneer payment service.

2. Fees. Grantor may in certain circumstances elect to withhold an administrative fee of up to one percent (1%) on all amounts donated through the GoFundMe platform to Grantor for the Project. Grantor will notify Grantee if it elects to withhold the fee. In addition, Grantor will deduct GoFundMe's industry standard payment processing fees of 2.9% plus US\$0.30 for online donations on behalf of GoFundMe.

3. General Charitable Purpose and Specific Uses of Grant. Grantor will make any distributions to Grantee in furtherance of the Project purposes. Grantee shall hold the grant funds in a restricted account and no other funds shall be commingled in that account. All funds in that restricted account, including any income received and disbursements paid out shall be held and used solely for the Project described above, and Grantee shall repay to Grantor any portion of the amount granted which is not distributed for that specific use. Any changes in the purposes or use for which grant funds are spent must be approved in writing by the Grantor before implementation.

4. Discretion and Control by Grantor. Neither party shall spend or otherwise obligate Grantor to pay for an amount or amounts exceeding the balance in the restricted fund, nor shall either party authorize or permit anyone to do so. Grantor retains the unilateral right, if Grantee materially breaches this Agreement, or if Grantee's conduct of the Project jeopardizes Grantor's legal or tax status, to withhold, withdraw, or demand immediate return of grant funds, and to spend such funds so as to accomplish the purposes of the Project as nearly as possible within Grantor's sole judgment, subject to any donor-imposed restrictions on the charitable use of such assets. Consistent with Accounting Standards Codification (ASC) paragraphs ASC 958-605-25-25 and -26, Grantor retains the unilateral power, without approval from any funding source, from Grantee, or from any other interested party, to redirect use of grant funds away from Grantee to another beneficiary capable of fulfilling the purposes of the Project.

5. Reporting by Grantee. Starting with Grantee's first fiscal year in which any portion of the grant funds is received, and continuing annually until the grant funds are expended in full or the grant is otherwise terminated, Grantee shall submit a full and complete report to Grantor as soon as practicable after the close thereof. Such report shall describe the progress that Grantee has made toward achieving the purposes for

which this grant was made, shall detail all expenditures made from the granted funds (including salaries, travel, and supplies), and shall report on the Grantee's compliance with the terms of this grant during that fiscal year. In addition, Grantee's final annual report shall address Grantee's progress towards the grant's purposes and aggregate expenditure information over the entire term of the grant. Each such report shall be signed by an authorized officer or trustee of Grantee. The final report shall contain the following certification "The [authorized officer or trustee of Grantee] hereby certifies that no grant funds have been used to support terrorism or for any other use prohibited by Section 8 of the Grant Agreement," followed by the signature of the certifying person and title (the "Compliance Certification"). In Grantor's sole discretion, it may use reports submitted by the Grantee to other parties for Grantor's oversight purposes, and waive the requirement of a separate report per the above, in which case, a separate Compliance Certification will be required.

6. Recordkeeping and Accounting. So long as any portion of the grant funds remain unexpended, Grantee shall continuously maintain the funds or assets granted hereunder in one or more separate funds or accounts on its books, each of which shall be dedicated and restricted to the specific charitable purposes of the Project. Expenditures made in furtherance of the purposes of the grant may be charged against such account(s) and shall appear on those books. Grantee shall keep records and receipts to substantiate such expenditures. Grantee shall make such books and records available to Grantor at reasonable times, as requested by Grantor. Grantee shall keep copies of all books and records and all reports to Grantor for at least four years after completion of the use of the grant funds. Grantor is hereby authorized to conduct an audit of Grantee's books and records, and Grantee shall cooperate fully with any such audit authorized or conducted by Grantor.

7. Secondary Grantees. With regard to the selection of any secondary or subgrantees to carry out the purposes of this grant, Grantee retains full discretion and control over the selection process, and shall act completely independently of Grantor, and Grantor has not earmarked the grant funds for any such secondary or subgrantee, and there is no agreement, written or oral, by which Grantor may cause Grantee to choose any particular secondary or subgrantee.

8. Prohibited Uses. Grantee shall not use any portion of the funds granted herein, or any income therefrom:

a. To undertake any activity for any purpose other than a religious, charitable, scientific, literary, educational, or other purpose specified in Internal Revenue Code Section 170(c)(2)(B);

b. To cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the Internal Revenue Code;

c. To make any attempt to influence legislation within the meaning of Section 501(c)(3) in any nation or other political unit;

d. To influence in any nation or other political unit the outcome of any election for or against any candidate for public office.

e. To violate any U.S. law including but not limited to laws prohibiting the support of terrorism.

9. **Notice of Changes.** Grantee shall notify Grantor immediately of any change in Grantee's status, personnel, or funding that may impair the ability of Grantee to fulfill its obligations under this Agreement.

10. **Indemnification.** Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Grantor, its officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the grant or in carrying out the program or project to be funded or financed by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from any act or omission of Grantor, its officers, directors, trustees, employees, or agents.

11. **Remedies.** In the event that Grantee violates or fails to carry out any provision of this Agreement, Grantor may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee, and Grantor may demand the return of all or part of the unexpended grant funds, which the Grantee shall immediately repay to Grantor.

12. **Arbitration.** Any controversy or claim arising out of, or relating to, this Agreement or the making, performance, or interpretation of it, will be settled by arbitration conducted by The Jams, Inc. located in San Francisco, California, or by any other procedure mutually agreed upon by the parties to this Agreement. Any award or order made in any such arbitration may be entered as a judgment in a court of competent jurisdiction. Any dispute, and the resolution thereof in any manner, shall be and remain confidential information, and all parties shall protect the confidential information from public disclosure, using any and all reasonable legal and technical means

13. **Governing Law.** This Agreement shall be governed by the laws of the State of California applicable to contracts to be performed entirely within the State.

14. **Entire Agreement; Amendments and Waivers.** This Agreement shall supersede any prior oral or written understandings or communications between the parties and

constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties hereto.

15. Counterparts. This Agreement may be signed in counterparts, meaning that the Agreement is valid if signed by both parties, even if the signatures of the parties appear on separate copies of the same Agreement rather than on a single document. Facsimile or electronic signature shall be as effective as original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates set forth below.

DIRECT IMPACT FUND

Date:

By: _____

Name:

Title: Executive Director

[GRANTEE]

Date:

By: _____

Name: _____

Title: _____

Address:

Email: